



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B3Z04084
TITLE: Third Party Administrator - Life Insurance
ISSUE DATE: 10/06/03

REQ#: NR 300 20504000002
BUYER: Cale Turner
PHONE NO.: (573) 526-2716
E-MAIL: turnec@mail.oa.state.mo.us

RETURN PROPOSAL NO LATER THAN: 11/06/03 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: Date of Award through June 30, 2006

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Office of Administration/Division of Accounting
Harry S. Truman State Office Building
301 West High St., Room 579
Jefferson City, Missouri 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/20/03). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of third party administrator – life insurance services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits A - D
- 6) Attachments 1 – 4
- 7) Terms and Conditions

1.2 Pre-Proposal Tele-Conference:

1.2.1 A pre-proposal telephone conference call regarding this Request for Proposal will be held on **Monday, October 20, 2003 at 1:00 p.m.**, Central Standard Time. All potential offerors are encouraged to dial into this pre-proposal conference call. Participation in the pre-proposal conference call is not mandatory to submit a response; however, offerors are encouraged to dial in since information relating to this RFP will be discussed in detail.

1.2.2 In order to participate in the conference call, offerors must contact the Buyer from the Division of Purchasing and Materials Management within three (3) business days prior to the scheduled pre-proposal conference call of an intention to dial in. The offeror will be provided with a telephone number to dial, in order to listen and participate in the pre-proposal conference call. Offerors shall refrain from contacting the state agency.

- a. Potential offerors should submit specific questions prior to the pre-proposal teleconference to allow the state agency adequate time to provide a specific response during the teleconference. All questions shall be submitted to Cale Turner, buyer of record as listed on the front page of this RFP by one of the following methods:

- 1) Fax at (573) 526-9817;
- 2) E-mail at turnec@mail.oa.state.mo.us; or
- 3) Regular mail to the Division of Purchasing address as listed on Page 1.

1.3 Background Information:

1.3.1 The State of Missouri, Office of Administration is authorized to establish and administer, with the approval of the Voluntary Life Insurance Commission, a Voluntary Life Insurance Program for the benefit of its employees pursuant to Sections 105.1000—1020, RSM0, hereinafter referred to as the “Voluntary Life Insurance Law.” A copy of Sections 105.1000—1020, RSM0 is attached as Attachment 1.

1.3.2 The number and types of life insurance programs will be decided by the Voluntary Life Insurance Commission.

1.3.3 The insurance company(ies) selected is permitted to offer only those products selected by the Commission. For purposes of this sentence, “company” includes any parent or subsidiary organizations.

- 1.3.4 The State of Missouri has approximately 63,000 employees located throughout the State, who will be eligible on a voluntary basis to participate in the Voluntary Life Insurance Law. The law also provides for inclusion of employees of cities, counties, and other political subdivisions.
- 1.3.5 Information provided in Attachment 2 and 3 pertains to the employees having purchased insurance from a State of Missouri program and the number of employees in each department and their location.
- 1.3.6 The Office of Administration does not represent that any specific amount of business will be written in Missouri under the Voluntary Life Insurance Law. The data provided in Attachment 2 and 3 is solely for informational purposes. The objective is to provide that all state employees in all income brackets will have the opportunity to participate.
- 1.3.7 The Office of Administration, Division of Accounting has previously contracted for these services through C600307001, which expires December 31, 2003. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. Please reference the contract number C600307001 when searching for these documents.
- 1.3.8 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall design, develop, implement, oversee, and operate a voluntary life insurance program to State of Missouri employees (hereinafter referred to as state employees), for the Office of Administration, Division of Accounting (hereinafter referred to as state agency), and the Voluntary Life Insurance Commission (hereinafter referred to as Commission), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.
- 2.1.3 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Program Design, Development and Implementation Requirements:

- 2.2.1 The contractor shall plan and design a state employee voluntary life insurance program, subject to the joint approval of the state agency and the Commission.
- 2.2.2 The contractor shall draft and redraft competitive bid documents in the form and format approved by the state agency and the Commission, which contain product and contract specifications as approved by the state agency and the Commission, for the purpose of soliciting bids for life insurance policies for universal insurance.
- 2.2.3 The contractor shall coordinate and assist the state agency in the process of competitive bidding and receipt of proposals. The state agency will initiate the procurement of life insurance through the Division of Purchasing and Materials Management. The contractor shall make recommendations to the state agency in regard to the proposals received from insurance/investment companies in order to obtain the best benefits for state employees. The final award approval of these contracts shall be decided by the Commission and state agency. Specifically the contractor shall perform the following tasks:
 - a. The contractor shall develop a comprehensive list of possible and prospective life insurance /investment company providers to receive approved bid documents on the Voluntary Life Insurance Plan. The contractor shall maintain provision for addition of other offerors.
 - b. The contractor shall develop and recommend a plan including all appropriate and necessary criteria to evaluate any proposals received, subject to the approval of the state agency and the Commission.
 - c. The contractor shall assist and contract independently with an independent actuary to review insurance/investment company proposals submitted on the basis of cost, benefits, services and investment yields, if any, and to make recommendations to the state agency regarding the best proposals. Such actuary must be from an organization separate from the contractor's, and shall be retained at no cost to the state agency or plan participant. The choice of actuary shall be subject to state agency approval.
 - d. The contractor shall, in conjunction with the actuary's recommendations, evaluate, report and make recommendations on the best life insurance products proposed, based upon the approved evaluation plan and criteria. The contractor shall agree that the State of Missouri, as represented by the Commission and state agency, has the final decision on the life insurance products and companies selected.
- 2.2.4 The contractor shall understand and agree that no life insurance product will be offered or sold

pursuant to the contract, which has not been approved by the state agency and the Commission.

- 2.2.5 The contractor shall understand and agree that all life insurance products offered as part of the contractor's voluntary life insurance program must conform to all applicable state and federal laws and regulations.

2.3 Employee Education and Enrollment Requirements:

- 2.3.1 The contractor shall develop and prepare drafts of all communication material such as slide presentations, video presentations, flip charts, scripts and any other written and visual aids for use in the education of, and marketing to state employees regarding the Voluntary Life Insurance Program. Such drafts shall be submitted to the state agency for approval prior to use by the contractor. The state agency may, however, withdraw its approval of any piece of communication material at any time. All communication material prepared by the contractor specifically for use with this program shall at all times be the property of the State of Missouri.
- 2.3.2 The contractor shall print and disseminate all communication materials approved by the state agency to state employees.
- 2.3.3 The contractor shall explain to all state employees the advantages of his or her participation in the Voluntary Life Insurance Plan. The contractor shall schedule presentations/enrollments to state employees on dates/times approved by the applicable state employees' department director through the immediate supervisor of each group of employees. The contractor shall understand and agree that presentations/enrollments will not require mandatory attendance by employees. The contractor's presentations/enrollments may occur at the home of the employee, only with the approval of the employee.
- 2.3.4 The contractor shall agree that the general manner of conduct and basic content (including informational literature and visual aids) for all group meetings and presentations shall at all times be subject to the prior express written approval of the state agency and the Commission. The state agency may, however, withdraw its approval of any particular piece of informational literature, visual aid or method of presentation in favor of another form to be developed by the contractor at no additional expense.
- 2.3.5 The contractor shall perform all solicitation in a courteous, prudent and restrained manner without any pressure or harassment. The emphasis of all presentations and informational material shall be placed upon a factual presentation of the features of the program. The use of emotional appeals or any kind of sales pressure shall not be allowed.
- 2.3.6 The contractor shall develop and print all necessary enrollment and participation forms and such other forms as are required for the administration of the program. All forms shall be subject to the approval of the state agency.
- 2.3.7 The contractor shall enroll all eligible employees who wish to enroll in the policies to be offered under the program, and shall provide assistance to each such employee in completing all necessary forms. Eligibility shall be determined by the state agency, the Commission and the carriers involved and may vary according to different policies offered under the program. The contractor shall agree and understand that enrollment by any state employee into the Missouri State Employees Voluntary Life Insurance Plan shall be on a voluntary basis.
- 2.3.8 The contractor shall establish a program for continuous contact with state employees who have elected to participate in the program in order to answer questions and provide additional information and other such services. The program for continuous contact with state employees shall be subject to the approval of the Commission.

- 2.3.9 The contractor shall provide information on participation in the Voluntary Life Insurance Plan to new state employees within ninety (90) days of their initial date of employment. Attachment 4 is a sample copy of a report that will be provided by the Office of Administration to the contractor each month regarding new employees.
- 2.3.10 The contractor shall provide a toll-free customer service telephone number to assist state employees with inquiries and problems concerning the Voluntary Life Insurance Plan. The toll-free customer service telephone number shall be in operation from 8:00 a.m. until 5:00 p.m. CST, Monday through Friday, except on federal holidays.
- 2.3.11 The contractor shall explain to the employee the advantages and disadvantages of whole-life insurance, term life insurance and universal life insurance and shall provide the employee with a document of this explanation.
- 2.3.12 The contractor shall provide all staff necessary for conducting enrollment meetings, along with related servicing personnel, in sufficient numbers to meet all requirements of the contract.
- 2.3.13 All employees of the contractor engaged in enrolling state employees in the plan and providing continuous service with respect to the plan shall possess all such licenses and permits, as may be required by state and federal law. In particular, the contractor must possess a current and active third party administrator (TPA) license from the Missouri Department of Insurance; in the event that the contractor does not have a TPA license at the time of contract award, the contractor shall file for the TPA license and shall make all efforts to obtain the TPA license within a reasonable amount of time after the award of the contract. From the time of receipt of the TPA license, the contractor shall keep and retain the license in current and active status for the duration of the contract period. No employee of the contractor shall solicit any state employee for enrollment in the plan without all necessary licenses, if any.
- 2.3.14 At no time during the effective period of the contract and for a period of one (1) year after expiration/termination of the contract shall any employee of the contractor engage in enrolling employees or providing continuous service with respect to the plan, contact any state employee for the purpose of soliciting business which is related to the Voluntary Life Insurance Plan, or life insurance in general unless such solicitation is pursuant to a state agency—sponsored benefit plan other than this voluntary life insurance plan.
- 2.3.15 The contractor shall develop and set forth to the Commission an open enrollment plan which offers an equal opportunity to all state employees to participate in said benefit.

2.4 Administration Requirements:

- 2.4.1 The contractor shall administer the program in an efficient and effective manner for the State of Missouri. To this end, the contractor must work closely and fully coordinate with the state agency and other state agency offices.
- 2.4.2 The contractor shall receive and process all employee authorizations, including enrollment applications and requests for changes in enrollment and shall notify the affected employee, the applicable state agency payroll office and the Office of Administration of the disposition and the necessary change to state employee pay records.
- 2.4.3 The contractor shall develop the necessary procedures for informing the appropriate state agency payroll office of applicable state employee payroll deduction amounts for state employees participating in the Voluntary Life Insurance Plan and for providing verification to participating state employees of the established payroll deduction amounts and applicable commencement date. Such procedures shall be subject to the approval of the state agency.

- 2.4.4 The contractor shall not receive funds for premium payments for participants for any life insurance category. The contractor shall agree that the State will deposit such funds in the State Treasury to the credit of the Missouri State Employees Voluntary Life Insurance Fund. The State shall distribute the appropriate amounts directly to the insurance providers.
- 2.4.5 The contractor shall develop a procedure for refunds to the State of Missouri and state employees as necessary to correct any misdirected funds. Such procedure shall be subject to approval by the state agency.
- 2.4.6 The contractor shall keep sufficient backup computer tapes or discs of all records maintained by the contractor in connection with its administration of the Voluntary Life Insurance Plan. Those records shall, at all times, be kept in a place of safekeeping as approved by the state agency.
- 2.4.7 The contractor shall perform all day-to-day activities required by the operation of the Voluntary Life Insurance Plan to relieve the Commission and the state agency from those activities. To this end, the contractor shall work closely with the state agency, other state department employers and life insurance company providers. (This shall not require making payroll deductions from state payroll systems.) The State of Missouri will make all necessary payroll deductions from the employee's pay.

2.5 Other Requirements:

- 2.5.1 The contractor shall agree that all books, records, ledgers and journals of the contractor relating to the operation of the Voluntary Life Insurance Plan shall be open for inspection by the state agency or its designated agents, attorneys and accountants at any time during normal working hours. The Missouri State Auditor's Office shall have access to financial and other documents in custody of the contractor relevant to an audit of the Voluntary Life Insurance Plan by the State Auditor's Office.
- 2.5.2 The contractor shall provide for independent performance and financial audits of the Voluntary Life Insurance Program by a qualified independent public accounting firm, subject to Commission and state agency approval. The audit shall be delivered within 120 days after the close of the calendar year (December 31).
- 2.5.3 Upon the request by the Commission or the state agency, but at least annually, the contractor shall review the voluntary life insurance program, focusing particularly on the performance of the program or the need for additional life insurance products.
- 2.5.4 The contractor shall disclose to the state agency all agreements relating to compensation commissions or fees from investment and insurance companies engaged in this plan; such agreements are subject to Commission and state agency approval and shall conform to all applicable state and federal statutes, rules and regulations.
- 2.5.5 Except for marketing affiliations, the contractor shall disclose all broker or dealer agreements, agency agreements and loan agreements to the Commission. The contractor shall ensure that neither the contractor nor any officer, director or major stockholder of the contractor, nor any subsidiary, nor any officer, director or major stockholder of any such subsidiary has any financial obligation to any insurance or investment company (other than accounts payable in the ordinary course of business) which could create a conflict of interest in the contractor serving hereunder.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Invoicing: The invoicing is to be determined by an agreement between the insurance provider and the contractor. The state agency shall receive a summary of all payments.

- a. The Commission retains the right to approve all contracts created between the contractor and the insurer.
- 2.6.3 Payments: The contractor shall be compensated at the commission percentage as awarded by the Voluntary Life Insurance Commission by the contractor issuing the policy for the applicable contract period. The contractor shall understand and agree that any costs that exceed this percentage commission shall be borne by the contractor only. The contractor may be compensated for new policies at the original contract period percentage commission.
- 2.6.4 The contractor shall agree and understand that no direct charges shall be made to the State of Missouri for any service provided pursuant to the contract.
- 2.6.5 The contractor shall only market those life insurance products awarded as part of the Voluntary Life Insurance Plan, no other products may be offered to the employees of the State of Missouri.
- 2.6.6 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.

2.7 Other Contractual Requirements:

- 2.7.1 Contract: A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
 - a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.7.2 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.7.3 Renewal Periods: If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.7.4 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.7.5 Transition: Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.
- 2.7.6 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.7.7 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
 - a. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but

shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the state agency must be notified immediately.

- 2.7.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.7.9 Substitution of Personnel: The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.7.10 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.11 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.7.12 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.7.13 Performance Security Deposit: The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of

Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in an amount equal to the total contract price for the first year / in the amount of \$150,000.00. The contract number and contract period must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period \$150,000.00.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 Proposal Security Deposit Required: The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management by the proposal opening date and time. The Request for Proposal number must be specified on the proposal security deposit.

a. The proposal security deposit must be made payable to the State of Missouri in the amount of \$10,000.00.

b. Any proposal security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit pursuant to the contract requirements specified elsewhere herein. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the proposal security deposit.

3.1.3 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal.

a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.4 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The proposal should be page numbered.

c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.5 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.

a. Offerors and their agents may not contact any other state employee regarding any of these

matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- b. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

- 3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost..... 30%
- b. Experience and Reliability 15%
- c. Expertise of Personnel 15%
- d. Method of Performance 40%

- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be calculated using a total of all percentages for each potential contract period and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost score points}$$

3.5 Evaluation of Offeror's Experience and Reliability:

- 3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 3.5.2 The offeror should provide, on Exhibit A or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 3.5.3 The offeror should submit financial statements concerning the operation of the offeror's organization covering the most recent three (3) years for which such statements have been published. The state agency and the Commission may at their discretion require audited financial statements prior to award. Additionally, the offeror must present information, which reasonably demonstrates the financial strength of the offeror's company/organization.
- 3.5.4 The offeror should specify the principle business of the offeror and when the offeror began working in the area of voluntary life insurance.
- 3.5.5 The offeror should provide a description of any pending agreements to merge or sell the

company.

- 3.5.6 The offeror should indicate whether the offeror has ever been a party to litigation regarding a contract or agreement to administer a Voluntary Life Insurance Plan or other employee benefit plans and whether any contracts or agreements have ever been canceled or failed to be renewed for alleged failure to perform on the part of the offeror. If either of the above is affirmative, the offeror should provide specifics.
- 3.5.7 The offeror should indicate whether the offeror has ever been removed or replaced as administrator. If so, the offeror should provide specifics.
- 3.5.8 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

3.6 Evaluation of Expertise of Offeror's Personnel:

- 3.6.1 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
 - Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.6.2 The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

3.7 Evaluation of Method of Performance:

3.7.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

3.7.2 The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:

On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

3.7.3 In presenting the method of performance, the offeror should submit or describe the following:

- a. Describe the electronic data processing systems utilized for this type of program, the number and types of systems, programming and operational support personnel. Indicate whether this is in-house or contracted.
- b. A concisely written narrative concerning its overall philosophy of developing and administering Employee Voluntary Life Insurance Plans.
- c. The name of the company, its address and telephone number and the name of the official(s) proposed to coordinate all activities related to the contract.
- d. The resources the offeror has available to it to assist and advise the State on the operation of its Voluntary Life Insurance Plan.
- e. A preliminary time frame-line including all activities necessary to present the Voluntary Life Insurance Plan to all state employees.
- f. How the offeror proposes to commence and maintain a marketing program in the State and how the offeror proposes to initiate relations with state departments, payroll centers and state employees.
- g. How the offeror proposes to conduct enrollments.
- h. How the offeror proposes to handle typical enrollment questions and participant inquiries and complaints.
- i. Submit an outline of a schedule of events applicable to each contract year, including the time requirements and key personnel associated with each event.
- j. The implementation plan and marketing approach.
- k. Ability to handle increasing volume of participants and products.
- l. The offeror should provide any additional information, which should be considered by the State in the evaluation of the offeror's proposal.

3.7.4 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.

- a. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
- b. Along with a detailed organizational chart, the offeror should describe the following:
 - 1) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

3.8 Miscellaneous Information:

- 3.8.1 The offeror should complete Exhibit D, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) the offeror's MBE/WBE status, if applicable.

4. PRICING PAGE
(C/S: 95399)

- 4.1 Permanent Insurance (universal) - The offeror shall provide a firm fixed percentage in the table below for the original contract period and a maximum percentage for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated percentages(s).**

Description	Original Contract Period (Firm, Fixed Percentage)	First Renewal Period (Maximum Percentage)	Second Renewal Period (Maximum Percentage)	Third Renewal Period (Maximum Percentage)
Firm, Fixed Percentage of Premiums for Commissions on Permanent Insurance	_____ %	_____ %	_____ %	_____ %

EXHIBIT A**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**PERSONNEL EXPERTISE SUMMARY**
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)
7. _____ (Name)	_____ (Title)

EXHIBIT C

METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

EXHIBIT D**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

Offeror's MBE/WBE Status

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

_____	MBE	_____	WBE	_____	Both M & WBE
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To obtain an application for certification, go to the OEO Internet web site and download an application from: <http://www.oa.state.mo.us/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email heyvern@mail.oa.state.mo.us

Attachment 1**LIFE INSURANCE, VOLUNTARY PLAN FOR EMPLOYEES
OF STATE AND POLITICAL SUBDIVISIONS**

105.1000. Definition.—As used in sections 105.1000 to 105.1020, the term “employee” means any person, including elected or appointed officials, receiving compensation from the state, city, county, or other political subdivision for services rendered, including salaried persons. (L. 1993 H.B. 882 § 1 subsec. 1)

105.1003. Deduction from compensation for life insurance plan to be included as regular compensation in computing retirement benefits. —Any voluntary life insurance plan established under sections 105.1000 to 105.1020 shall exist and serve in addition to any insurance, retirement, pension and benefit systems established by the state or political subdivision. Any compensation withheld under such a plan shall continue to be included as regular compensation for the purpose of computing the retirement and pension benefits earned by any employee.

(L. 1993 H.B. 882 § 1 subsec. 2)

105.1005. Withholding part of gross compensation of employees to fund plan.—Notwithstanding any other provision of law to the contrary, the state of Missouri, or any city, county, or other political subdivision may enter into a written contract with any of its employees to withhold, in whole or in part, any part of their gross compensation and invest such funds in any such manner as prescribed by the voluntary life insurance plan of the state, or its cities, counties, or other political subdivisions and as permitted under sections 105.1000 to 105.1020.

(L. 1993 H.B. 882 §2)

105.1006. Funds to be deposited in Missouri state employees volunteer life insurance fund—lapse into general revenue prohibited.—All funds withheld from employees of the state of Missouri pursuant to section 105.1005 shall be transferred to the director of revenue for deposit in the state treasury to the credit of the “Missouri State Employees Voluntary Life Insurance Fund”, which is hereby created. The Missouri state employees voluntary life insurance fund shall be administered by the Missouri state employees voluntary life insurance commission, and the moneys in the fund shall be used solely by the commission as provided in sections 105.1000 to 105.1020, including the contracts entered into with employees under section 105.1005. Notwithstanding the provisions of section 33.080, RSMo, to the contrary, moneys in the Missouri state employees voluntary life insurance fund at the end of any biennium shall not be transferred to the credit of the general revenue fund. The commission shall approve any voluntary life insurance agreement entered into by the state and shall oversee the orderly administration of the fund in compliance with sections 105.1000 to 105.1020.

(L.1993 H.B. 882 § 3 subsec. 1)

105.1010. Commission, appointment, terms—chairman elected—meetings, expenses.—The Missouri state employees voluntary life insurance commission shall have five commissioners, including one member of the house of representatives to be selected by the speaker of the house, one member of the senate to be selected by the president pro tern of the senate, and three other commissioners to be appointed by the governor of the state of Missouri, with the advice and consent of the senate. The members of the general assembly appointed as commissioners shall serve during their terms of office in the general assembly. The commissioners appointed by the governor shall serve a term of three years; except that, of

the commissioners first appointed, one shall be appointed for a term of one year, one shall be appointed for a term of two years, and one shall be appointed for a term of three years. The commission shall annually elect a chairman and shall be required to meet not less than quarterly or at any other such time as called by the chairman or a majority of the commission. The members of the commission shall receive no compensation for their services, but shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.

(L.1993 H.B. 882 § 3 subsec. 2)

105.1012. Commission's duties to establish life insurance plan—with payroll deduction by participating employees—plan to be based on competitive bidding—bid to include cost of administration.—1. Subject to the approval of the Missouri state employees voluntary life insurance commission, the office of administration shall establish and administer a voluntary life insurance plan for the employees of the state of Missouri. Participation in such plan shall be by a specific written agreement between such employees and the state, which shall provide for the payroll deduction of such amount of compensation as requested by the employee. Participating employees shall authorize that such deferrals be made from their wages for the purpose of participation in such plan.

2. Funds held for the state by the Missouri state employees voluntary life insurance commission pursuant to a written payroll deduction agreement between the state and participating employees may be invested in such life insurance contracts as are approved by the commission. All such insurance plans or policies to be offered pursuant to this plan shall have been reviewed and selected by the commission based on a competitive bidding process as established by such specifications and considerations as are deemed appropriate by the commission. The bid shall include the costs of administration incurred by the office of administration in implementing sections 105.1000 to 105.1020, which shall be borne by the successful bidder.

(L. 1993 H.B. 882 § 4)

105.1015. Cities, counties and other political subdivisions may establish for employees a voluntary life insurance plan.—Any city, county, institution of the state of Missouri, or other political subdivision may establish for its employees a voluntary life insurance plan. Participation shall be by written agreement between such employees and the governing body of the city, county, institution, or other political subdivision providing for the payroll deduction and the subsequent administration of such funds.

(L. 1993 H.B. 882 § 5 subsec. 1)

105.1017. Funds to be deposited with consent of participating employees and as designated by governing body with approved life insurance company.—For purposes of funding such agreements between the city, county, institution, or other such political subdivision and the participating employees, the agency or department as designated by the governing body to establish and administer such plans may deposit such funds, with the consent of the participating employee, with the approved life insurance company deemed appropriate by such governing body.

(L. 1993 H.B. 882 § 5 subsec. 2)

105.1020. Political subdivisions may establish and administer other life insurance plans.—Notwithstanding any provision of law to the contrary, this section and sections 105.1015 and 105.1017 do not limit the power or authority of any city, county, municipal corporation, political subdivision, or any institution supported in whole or in part by public

funds to establish and administer any other such life insurance plans as might be deemed appropriate by the officials of such political subdivisions or institutions.
(L. 1993 H.B. 882 § 5 subsec. 3)

Attachment 2

The State of Missouri has previously offered universal life insurance through its deferred compensation plan. This insurance is no longer being offered but approximately 4196 policies are in effect. Initially, the Missouri Voluntary life insurance plan provided coverage for 5,782 employees.

In addition, the Missouri State Employees Retirement System (MOSERS) provides each employee with term insurance in the amount of their salary at no cost. Each employee then has the option to increase that amount of coverage to six times their salary. The number of employees who have chosen to purchase additional insurance is listed below. The following are the insurance companies, the number of policies that were in effect on December 31, 2002, and the years in which the companies were under contract.

<u>Insurance Company</u> <u>12/31/02</u>	<u>Contract Years</u>	<u>Policies on</u>
<u>Universal Life Insurance</u>		
PEBSCO (Deferred Compensation)		
Security Benefit	1980 - 1990	
Monumental/Providian/ Commonwealth/Aegon	1990 - Present	4,196*
Missouri Voluntary Life Insurance Commission	1997 - 2002	2,961
<u>Term Insurance</u>		
MOSERS (Missouri State Employees Retirement System)	1973 - Present	
Standard Insurance of Oregon		33,740

* All Deferred Compensation universal life insurance policies total 4,196.

Attachment 3***State of Missouri Employees Eligible* for the Voluntary Life Insurance Plan***

Legislature	628
Judiciary	3385
Public Defender	531
Governor	35
Lt. Governor	9
Secretary of State	282
State Auditor	154
State Treasurer	53
Attorney General	347
Office of Administration	944
Agriculture	360
Insurance	223
Conservation	1479
Economic Development	1355
Elementary & Secondary Education	2238
Higher Education	78
Health & Senior Services	2000
Transportation	6307
Labor & Industrial Relations	1131
Mental Health	8976
Natural Resources	1855
Public Safety	4259
Revenue	2039
Social Services	8767
Corrections	11561
Total Employees	58996

* An employee is eligible if they work more than 1,000 hours per year

Attachment 4

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF ACCOUNTING

NEW EMPLOYEE CONTACT REPORT*

COUNTY - 023	BUTLER COUNTY	PERSONNEL ACTION CODE	ACTION	AGENCT CODE
EMPLOYEE NAME				
ORGANIZATION CODE				
ADDRESS	DESCRIPTION	DATE	NAME	NAME
DOE, JOHN	NHIRE	4/17/2003	886	4524
13571 COLE STREET	NHIRE IN SAM II DATABASE		DSS-OPER	SE TRACKER
LUCKYTOWN, MO 77777				
RICE, JOHN	NHIRE	4/17/2003	886	4524
442 BANTLEY STREET	NHIRE IN SAM II DATABASE		DSS-OPER	SE TRACKER
GEORGETOWN, MO 88888				
BASH, LINDA	NHIRE	4/17/2003	886	4524
669 ROBINSONSTREET	NHIRE IN SAM II DATABASE		DSS-OPER	SE TRACKER
MACON, MO 99999				

* THIS REPORT CLASSIFIES INTERDEPARTMENTAL TRANSFERS AS NEW HIRES

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets

- or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
 - e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
 - f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
 - g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
 - h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

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- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

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- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.